

AMENDED
APPLICATION FOR PERMISSION TO CHANGE POINT OF
DIVERSION, MANNER OF USE AND PLACE OF USE OF THE
PUBLIC WATERS OF THE STATE OF NEVADA
HERETOFORE APPROPRIATED

NO.61870

Date of filing in State Engineer's Office JAN 26 1996
Returned to applicant for correction FEB 23 1996
Corrected application filed _____
Map filed MAR 26 1996

The applicant s(1) Margaret Crockett, Trustee of the Margaret Crockett Trust and (2) Las Vegas Motor Speedway, Inc., hereby make application for permission to change the point of diversion, manner of use and place of use of a portion of water heretofore appropriated under Permit No. 21387, Certificate Record No.5746, Book 17, Page 5746. This permits appropriation of 0.10 c.f.s. (not to exceed 20 acre feet annually) of underground water for irrigation and domestic use from the Las Vegas Artisan Basin. Applicants have entered into a lease of subject water rights subject to the approval of the State Engineer. See copy of lease attached as Exhibit "A".

1. The source of water is underground; Las Vegas Artisan Basin.
2. The amount of water to be changed 0.05 c.f.s. (not to exceed 10 acre feet annually)
3. The water to be used for commercial uses.
4. The water heretofore permitted for irrigation and domestic use.
5. The water is to be diverted at the following point This application is for one point of diversion only for one-half of the underlying Permit. See Attachment 1.
6. The existing permitted point of diversion is located within NW1/4 SW1/4 Section 3, Township 22 South, Range 61 East, M.D.B.&M., at a point from which the W1/4 corner of said Section 3 bears North 21°08' West 1,169.50 feet, Clark County, Nevada.
7. Proposed place of use Las Vegas Motor Speedway at 7000 Las Vegas Boulevard North, Las Vegas, Nevada. Please see legal description attached as Exhibit "B"
8. Existing place of use See Attachment 1
9. Use will be from January 1 to December 31 of each year.
10. Use was permitted from January 1 to December 31 of each year.
11. Description of proposed works Well Log and Well Drillers Report for Well T-1 are attached hereto as Exhibit "C" and are hereby incorporated by this reference. Plus use of one million gallon water tank.
12. Estimated cost of works \$500,000.00
13. Estimated time required to construct works Well and one million gallon tank have been completed.
14. Estimated time required to complete the application of water to beneficial use Approximately 30 days to commence use. Approximately three (3) years to achieve full beneficial use.
15. Remarks: Water is to be used for automotive racetrack facility, concession stands, restrooms, firefighting, potable water for spectators, landscape watering, and other related commercial uses.

By s/Richard Clyne
Richard Clyne, President
3535 Las Vegas Blvd. South
Las Vegas, Nevada 89109

Compared jp/gkl

Protested _____

_____ OF STATE ENGINEER

This is to certify that I have examined the foregoing application, and do hereby grant the same, subject to the following limitations and conditions:

agent
WITHDRAWN BY APPLICANT JUL 15 1998
Richard Clyne *PE* *GMS*
STATE ENGINEER

ATTACHMENT 1

to Application for:

Joint Applicants (1) Margaret Crockett, Trustee of the Margaret Crockett Trust; and (2) Las Vegas Motor Speedway, Inc.

5. The water is to be diverted at the following point:

One-half of the water is to be diverted from Well T-1, Point of Diversion, lying in the NW^{1/4}, NW^{1/4}, Section 25, Township 19 South, Range 62 East, Clark County, Nevada at a point from whence the Northwest corner of Section 25 bears North 87°00'47" West 1257.48 feet, Clark County, Nevada.

~~*(The other one-half of the water is to be diverted from Well T-2, Point of Diversion, lying in the SW^{1/4}, SW^{1/4}, NW^{1/4}, Section 25, Township 19 South, Range 62 East, at a point from whence the Northwest corner of said Section 25 bears North 3° West a distance of 2,200 feet, Clark County, Nevada, as is more fully set forth on the Application therefore filed concurrently herewith.)*~~

8. Existing place of use: Water was used as follows:

1.0 acres in the SW^{1/4}, SW^{1/4}, NW^{1/4}, SW^{1/4}, Section 3, Township 22 South, Range 61 East, M.D.B.&M.;

~~*1.0*~~
~~*3.0*~~ *acres in the W^{1/2}, NW^{1/4}, SW^{1/4}, SW^{1/4}, Section 3, Township 22 South, Range 61 East, M.D.B.&M.;*

~~*2.0*~~
Total 4.0 total acres (but use has been discontinued insofar as the well site has been taken by Clark County, Nevada through its powers of eminent domain).

Application No. 21387

THE STATE OF NEVADA

CERTIFICATE OF APPROPRIATION OF WATER

WHEREAS, George Crockett has presented to the State Engineer of the State of Nevada Proof of Application of Water to Beneficial Use, from an underground source (Las Vegas Artesian Basin) through drilled well pump tank and pipe line for irrigation and domestic purposes. The point of diversion of water from the source is as follows: NW 1/4 SW 1/4 Sec. 3, T. 22 S., R. 61 E., M.D.B. & M. or at a point from which the NW corner of said Sec. 3 bears N. 21° 08' W. 1,169.5 feet, situated in Clark County, State of Nevada.

Now KNOW Ye, That the State Engineer, under the provisions of NRS 533.425, has determined the date, source, purpose, amount of appropriation, and the place where such water is appurtenant, as follows:

Name of appropriator George Crockett & Margaret Crockett

Post-office address Las Vegas, Nevada

Amount of appropriation 0.10 c.f.s. but not to exceed 20.0 ac.ft. annually

Period of use, from January 1st to December 31st of each year

* Date of priority of appropriation February 1, 1946

Description of land to which water is appurtenant:
1.0 acres in the SW 1/4 SW 1/4 NW 1/4 SW 1/4, Section 3, T. 22 S., R. 61 E., M.D.B. & M.
3.0 " " " " " " " " " " " " " " " "
4.0 Total Acres

This certificate changes the point of diversion and place of use of Permit 11495, hence the priority of appropriation of this certificate is the same as Permit 11495.

The right to water hereby determined is limited to the amount which can be beneficially used, not to exceed the amount above specified, and the use is restricted to the place and for the purpose as set forth herein.

IN TESTIMONY WHEREOF, I, ELMO J. DERICCO, State Engineer

Compared na/na of Nevada, have hereunto set my hand and the seal of my office, this

Recorded 7-28-64 Book 552 Page 4497/5 30th day of June, A. D. 1964

Clark County Records.

Assistant State Engineer

AMENDED
APPLICATION FOR PERMISSION TO CHANGE POINT OF DIVERSION, MANNER
OF USE AND PLACE OF USE OF THE PUBLIC WATERS OF THE
STATE OF NEVADA HERETOFORE APPROPRIATED

Date of filing in State Engineer's Office..... AUG 1 1963

Returned to applicant for correction..... AUG 1 1963

Corrected application filed..... AUG 1 1963 Map filed..... AUG 2 1963

The applicant..... George Crockett.....
of..... P. O. Box 1512, Las Vegas..... County of..... Clark.....
State of..... Nevada..... hereby makes application for permission to change the
point of diversion and place of use.....
of water heretofore appropriated under..... Application and Permit #11495; Certificate #5023.....

(Identify existing right by Permit, Certificate, Proof or Claim Nos. If Decreed, give title of Decree and identify right in Decree.)

1. The source of water is..... Underground (Las Vegas Artesian Basin)
(Name of Acre, lake or other source.)
2. The amount of water to be changed..... 0.10 c.f.s. or not to exceed 20 acre-feet annually
(Second feet, acre feet.)
3. The water to be used for..... Irrigation and Domestic
(If for stock state number and kind of animals.)
4. The water heretofore used for..... Irrigation and Domestic
(If for stock state number and kind of animals.)
5. The water is to be diverted at the following point in the NW 1/4 SW 1/4 Section 3, T. 22 S., R. 61 E.
M.D.B.&M., or at a point from which the west 1/4 corner of said section 3 bears N. 21°
(Describe as being within a 40-acre subdivision of public survey and by course and distance to a section corner. If on unsurveyed land, it should be stated.)
08° W., 1169.50 feet.
6. The existing point of diversion is located within..... the SW 1/4 NW 1/4 section 30, T. 21 S., R. 62 E.,
M.D.B.&M., or at a point from which the west 1/4 corner of said section 30 bears S. 79°
(If point of diversion is not changed, do not answer.)
15° W., 1089.0 feet.
7. Proposed place of use..... 1.0 acres in NW 1/4 SW 1/4 Sec. 3, and 3.0 acres in the SW 1/4 SW 1/4
(Describe by legal subdivisions. If for irrigation state number of acres to be irrigated.)
Sec. 3, T. 22 S., R. 61 E., M.D.B.&M.

8. Rotation place of use..... 4 acres in the SE 1/4 SW 1/4 NW 1/4 Sec. 30, T. 21 S., R. 62 E. M.D.B.&M.
(Describe by legal subdivisions. If presently used as pasture, state number.)

9. Use will be from..... January 1st..... to..... December 31st..... of each year.
(Month) (Month)
10. Use has been from..... January 1st..... to..... December 31st..... of each year.
(Month) (Month)

11. Description of proposed

360220.01122

Drilled and cased well, pump and sprinkler lines.

(Under the provisions of NRS 535.030 you may be required to submit plans and specifications of your diversion or storage works.)

(State manner in which water is to be diverted, whether by dam or other works, whether through pipes, ditches, flumes, or other conduits.)

12. Estimated cost of works.....\$5,000.00.....

13. Estimated time required to construct works.....Well completed under application 17727
Certificate 5168

14. Remarks.....

Compared rap/ha ha/na

Applicants George Crockett

By.....

APPROVAL OF STATE ENGINEER

This is to certify that I have examined the foregoing application, and do hereby grant the same, subject to the following limitations and conditions:

This permit to change the point of diversion and place of use of the waters of an underground source as heretofore granted under Permit 11495, is issued subject to the terms and conditions imposed in said Permit 11495, and with the understanding that no other rights on the source will be affected by the change proposed herein. A substantial headgate and weir must be installed at or near the new point of diversion to facilitate the measurement and control of water. The State reserves the right to regulate the use of the water under this proposed change at any and all times.

The amount of water to be changed shall be limited to the amount which can be applied to beneficial use, and not exceed 0.10 cubic feet per second, but not to exceed 10 acre-feet annually.

Actual construction work shall begin on or before June 5, 1964

Proof of commencement of work shall be filed before July 5, 1964

Work must be prosecuted with reasonable diligence and be completed on or before June 5, 1965

Proof of completion of work shall be filed before July 5, 1965

Use of water to beneficial use shall be made on or before

Proof of the application of water to beneficial use shall be filed on or before July 5, 1966

Map in support of proof of beneficial use shall be filed on or before

Commencement of work filed Jan. 20, 1964

Completion of work filed Jan. 20, 1964

Proof of beneficial use filed Jan. 20, 1964

Cultural map filed

Certificate No. 5744 Issued June 30, 1964

Recorded July 20, 1964 Bk. 152 Page 448915

2407 Clark County

WITNESS MY HAND AND SEAL this 5th day

of December, 1963

ELMO J. DeRICCO

State Engineer

BY Assistant State Engineer

LEASE AGREEMENT FOR WATER RIGHTS

THIS AGREEMENT is made and entered into this 1st day of November, 1995, by and between MARGARET CROCKETT, TRUSTEE OF THE MARGARET CROCKETT TRUST, DATED DATED JULY 24, 1990, ALSO DATED JANUARY 18, 1990, ALSO SUBSEQUENTLY RESTATED OF WHICH THE MOST RECENT RESTATEMENT IS MARCH 28, 1995, (hereinafter referred to as "Crockett") and LAS VEGAS MOTOR SPEEDWAY, INC., a Nevada corporation (hereinafter referred to as "LVMSI").

W I T N E S S E T H

WHEREAS, Crockett is the owner of a certain permit to appropriate public waters of the State of Nevada described as Permit No. 21387, Certificate No. 5746 (the "Crockett Permit"), which permits the appropriation of 0.10 c.f.s. (not to exceed 20 acre-feet annually) of underground water for irrigation and domestic use from the Las Vegas Artisan Basin; and

WHEREAS, Crockett has heretofore filed with the Department of Conservation and Natural Resources Division of Water Resources of the State of Nevada in Carson City, Nevada (the "Division"), an Application for Extension of Time to Prevent Forfeiture, which application was filed on March 30, 1995, and Crockett has heretofore been advised by the Division that a question exists as to whether such extension will be granted; and

WHEREAS, the real property upon which the Point of Diversion for said water right and from which water was previously withdrawn pursuant to the Crockett Permit is no longer owned by Crockett, and said real property has previously been taken from Crockett by the

County of Clark, State of Nevada pursuant to its powers of eminent domain, under which the County of Clark obtained a judgment of condemnation in Case No. A317171 in Clark County District Court pursuant to a jury verdict entered on March 20, 1995; and

WHEREAS, Crockett is willing to enter into this Agreement whereby LVMSI will be permitted to utilize water for domestic and irrigation purposes as permitted by the Crockett Permit in consideration of the payments and for the period of time as set forth in this Agreement at Points of Diversion which LVMSI will request of the Division so that waters may be permitted to be withdrawn pursuant to the Crockett Permit from such new Points of Diversion; and

WHEREAS, this Agreement is subject to obtaining all of the appropriate approvals and authorizations of the Division and any and all governmental agencies of the State of Nevada having jurisdiction thereover (the "Water Resources Authority") and further subject to the response of the Division to Crockett's pending Application for Extension of Time to Prevent Forfeiture,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties and in consideration of the payment of TEN (\$10.00) DOLLARS by LVMSI to Crockett, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CHANGE OF POINT OF DIVERSION OF CROCKETT PERMIT:
Crockett and LVMSI agree to jointly make application to the Water Resources Authority for approval of the Application for Extension of Time to Prevent Forfeiture and also for permission to change the

Point of Diversion and Place of Use of the public waters of the State of Nevada, heretofore appropriated by Crockett under the Crockett Permit, for the purpose of changing the Point of Diversion and Place of Use to the location ("LVMSI's Points of Diversion and Use") at which LVMSI proposes to appropriate and withdraw public waters as described upon Exhibit "B" attached hereto and hereby incorporated by reference as if set forth in full herein.

2. **DESCRIPTION OF LVMSI'S POINTS OF DIVERSION:** LVMSI hereby represents to Crockett that LVMSI proposes to divert and use public waters of the State of Nevada pursuant to the Crockett Permit for irrigation purposes and such other purposes as permitted by the Crockett Permit and the Water Resources Authority at the proposed Points of Diversion described upon Exhibit "B" hereto or at such other points as shall be approved by the Water Resources Authority.

3. **LVMSI'S FACILITY:** LVMSI represents that it has or will install at LVMSI's proposed Points of Diversion a well facility, including casings, pumps, a supply of electrical power, and all other equipment necessary to withdraw underground waters pursuant to this Agreement.

4. **CONSIDERATION:** Crockett agrees that upon obtaining the appropriate approval of the Water Resources Authority to do so, that Crockett will permit LVMSI to utilize LVMSI's Facility to withdraw at LVMSI's Points of Diversion or such other points of diversion and use as may be approved by the Water Resources Authority, and that underground waters for use by LVMSI for irrigation purposes, domestic purposes and such other uses as may

be permitted and approved by the Water Resources Authority. In consideration therefor, LVMSI agrees to pay to Crockett on the Commencement Date (hereinafter defined) the sum of \$2,400.00 per year, payable in advance and annually on each anniversary of the Commencement Date, during the term of this Agreement (and any extension thereof to which the parties may hereafter mutually agree).

5. **LVMSI'S COVENANTS:** Upon obtaining all necessary and appropriate approvals of the Water Resource Authority, LVMSI covenants and agrees:

(a) That LVMSI will acquire absolutely no right of ownership or other claim of any nature whatsoever in and to the water permitted to be withdrawn by the Crockett Permit other than the right to withdraw water for irrigation and domestic purposes and such other purposes as may be approved by the Water Resources Authority, during the term hereof and upon payment therefor in accordance with this Agreement.

(b) LVMSI will do all things, through Crockett, that are necessary in order to keep and maintain the Crockett Permit in full force and effect and in full compliance with the present and future requirements of the Water Resources Authority (including any and all requirements to put to permitted beneficial use, the water that is the subject of the Crockett Permit and assuming that Crockett shall obtain the approval of the Water Resources Authority for an extension of time to prevent forfeiture and to change Crockett's Point of Diversion and Use). LVMSI will promptly notify Crockett in writing of

any request made or requirements imposed by such Water Resources Authority to or upon LVMSI's Facility that in any manner relates to or affects the Crockett Permit. LVMSI agrees that it direct all correspondence and/or contacts with or from the Water Resources Authority concerning the Crockett Permit to Crockett.

(c) LVMSI will keep and maintain in good working order at all times during the term of this Agreement, LVMSI's Facility and will withdraw annually and put to permitted beneficial use not less than nor more than the amount of water permitted to be withdrawn pursuant to the Crockett Permit, for the purposes set forth in the Crockett Permit or as otherwise permitted by the Water Resources Authority.

(d) LVMSI will, at all reasonable times, permit access by Crockett or Crockett's agent to LVMSI's Facility for the purposes of inspecting the same, reading meters, taking and making measurements, and such other activities as shall be reasonable and necessary for Crockett to keep, protect and preserve to the fullest extent all of Crockett's rights to appropriate public waters pursuant to the Crockett Permit.

(e) LVMSI will cooperate with Crockett and execute any and all documents as may be required by the Water Resources Authority in order to change the Point of Diversion and Place of Use of water permitted to be withdrawn under the Crockett Permit during the term hereof and at the expiration or other termination of this Agreement so as to fully facilitate and preserve the continuation of Crockett's rights to appropriate

water under the Crockett Permit, including any application by Crockett to the Water Resources Authority to change the Point of Diversion and Place of Use under the Crockett Permit to another location as a result of the expiration of the term or other termination of this Agreement.

(f) LVMSI covenants and agrees that LVMSI shall not perform or commit any act or omission during the term of this Agreement that would in any manner diminish, reduce or impair Crockett's rights to appropriate public waters under the Crockett Permit. LVMSI covenants and agrees not to perform or commit any act or omission concerning the withdrawal of underground waters pursuant to this Agreement that is in violation of or contrary to the terms or requirements of the Crockett Permit or in violation of or contrary to the terms and provisions of all laws, regulations and/or ordinances that are or may become applicable or otherwise govern the Crockett Permit and the right to appropriate public waters pursuant thereto.

(g) LVMSI agrees to cooperate with Crockett and to provide reasonable assistance to Crockett toward Crockett's efforts to obtain the approval of the Water Resources Authority to approve Crockett's presently pending Application for Extension of Time to Prevent Forfeiture.

6. **TERM:** The term of this Agreement shall be five (5) years from and after the Commencement Date. The Commencement Date shall be deemed to be that date upon which approval is received from the Water Resources Authority to permit withdrawal of underground water

for irrigation purposes under the Crockett Permit at LVMSI's Points of Diversion and Use.

7. **DEFAULT:**

(a) In the event that LVMSI shall become in default of any of the terms and provisions of this Agreement, or in the event that Crockett shall reasonably deem that Crockett's rights to continue to withdraw underground water pursuant to the Crockett Permit may be in jeopardy, Crockett may (but shall not be required to) terminate this Agreement by giving written notice that said Agreement shall terminate not less than thirty (30) days from the date of said notice or at such later date as shall be specified in said notice by Crockett to LVMSI. LVMSI shall continue to cooperate with Crockett for the purposes of preparing and submitting such reports and applications as may be necessary and appropriate for Crockett to submit to the Water Resources Authority for the purposes of changing said Point of Diversion and Place of Use to such place, as Crockett may thereupon designate in Crockett's sole discretion. LVMSI shall not at any time be deemed to have acquired, either prior to or after default, expiration or other termination of this Agreement, any right, title, interest or claim in and to the Crockett Permit or any of Crockett's rights thereunder.

(b) Upon the occurrence of any default under this Agreement, the parties hereto shall have and be entitled to any and all rights and remedies available under law and equity.

8. **NOTICES:** All notices and requests and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of service if served personally on the person to whom notice is to be given; (b) the date of transmission if transmitted by telephone facsimile; or (c) on the third day of mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Crockett: Margaret Crockett
17 Princeville Lane
Las Vegas, NV 89113
(702) 362-3434 FAX

With copy to: W. Owen Nitz, Esq.
NITZ, WALTON & HEATON
514 S. Third Street
Las Vegas, NV 89101
(702) 384-3011 FAX

To LVMSI: Las Vegas Motor Speedway, Inc.
Attn: Richard Clyne
3535 Las Vegas Blvd. South
Las Vegas, NV 89109
(702) 369-7430 FAX

9. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.

10. **GOVERNING LAW:** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.

11. **ENTIRE AGREEMENT:** This Agreement (including the Exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. This provision shall survive the Closing.

12. **WAIVERS; EXTENSIONS:** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

13. **NON-WAIVER OF RIGHTS:** No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

14. **TITLES AND HEADINGS:** Titles and headings of Sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

15. **EXHIBITS:** Each of the exhibits referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.

16. **PRONOUNS, JOINT AND SEVERAL LIABILITY:** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, or as the identity of the parties require.

17. **FURTHER ASSURANCES:** Crockett and LVMSI each agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the sale or any other agreement contained herein in the manner contemplated hereby.

18. **SUCCESSORS AND ASSIGNS; ASSIGNMENT:** This Agreement shall be binding upon and enure to the benefit of each of LVMSI and Crockett under their respective heirs, successors and assigns. LVMSI shall have no right to assign, alienate or sublet any interest acquired by this Agreement without having first obtained the written consent by Crockett thereto, which consent shall, if given, shall be subject to the sole and absolute discretion of Crockett. Any such assignment or alienation shall not relieve LVMSI of its obligations under this Agreement and any attempt to transfer, convey or assign this Agreement other than as provided above, shall be null and void and shall, at the option of Crockett,

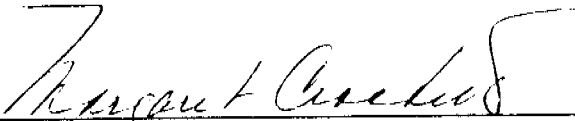
exercise in writing result in the termination of this Agreement as Crockett shall direct.

19. **TIME OF ESSENCE:** Time is of the essence in respect of each and every particular of this Agreement.

20. **SEVERABILITY:** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of any such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CROCKETT:


MARGARET CROCKETT, TRUSTEE OF THE
MARGARET CROCKETT TRUST

LVMSI:

LAS VEGAS MOTOR SPEEDWAY, INC., a
Nevada corporation,

By: 
Richard Clyne, President

ACKNOWLEDGEMENT

STATE OF NEVADA)
) SS.
 COUNTY OF CLARK)

On the 1st day of November, 1995, personally appeared before me, a Notary Public, MARGARET CROCKETT, as TRUSTEE of THE MARGARET CROCKETT TRUST personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the above instrument freely and voluntarily and for the uses and purposes therein described.



Shalean S Rowe
 NOTARY PUBLIC

STATE OF NEVADA)
) SS.
 COUNTY OF CLARK)

On the 1st day of November, 1995, personally appeared before me, a Notary Public, RICHARD CLYNE, as PRESIDENT of LAS VEGAS MOTOR SPEEDWAY, INC., personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument freely and voluntarily and for the uses and purposes therein described.



Shalean S Rowe
 NOTARY PUBLIC

EXHIBIT "B" to Lease Agreement**Proposed Points of Diversion**

One-half of the water is to be diverted from Well T-1, Point of Diversion, lying in the NW¹/₄, NW¹/₄, Section 25, Township 19 South, Range 62 East, Clark County, Nevada at a point from whence the Northwest corner of Section 25 bears North 87°00'47" West 1257.48 feet, Clark County, Nevada. The other one-half of the water is to be diverted from Well T-2, Point of Diversion, lying in the SW¹/₄, SW¹/₄, NW¹/₄, Section 25, Township 19 South, Range 62 East, at a point from whence the Northwest corner of said Section 25 bears North 3° West a distance of 2,200 feet, Clark County, Nevada.

EXHIBIT "B"
to Application

The place of use will be in the following portions of Sections 14, 23, 25, 26 and 35 of Township 19 South, Range 62 East, Clark County, Nevada:

That portion of the S¹/₂, SE¹/₄ of Section 14, Township 19 South, Range 62 East;

All of Section 23, Township 19 South, Range 62 East;

That portion of the NW¹/₄ of Section 25, Township 19 South, Range 62 East, lying Northwesterly of Las Vegas Blvd. North;

That portion of Section 26, Township 19 South, Range 62 East, lying Northwesterly of Las Vegas Blvd. North, excepting therefrom the SW¹/₄, NW¹/₄ and a portion of the NE¹/₄, NW¹/₄ of said Section 26;

That portion of the NW¹/₄ of Section 35, Township 19 South, Range 62 East, lying Northwesterly of Las Vegas Blvd. North; and

All of Section 23, Township 19 South, Range 62 East.

EXHIBIT "C" to Application

	WELL T-1	WELL T-2	WELL T-6	Domestic Well (R. Clyme)	Drag Strip Well
Date Completed	5/30/95	4/30/95	9/27/95		
Total Depth Drilled (feet bgs)	600	704			
Boring Diameter (inches)	17.5	17.5			
Casing Type		0.25-inch thick mild steel			
Total Depth Cased (feet bgs)		640			
Casing Inside Diameter (inches)	10	10	10		
Perforated Intervals (feet bgs)	252.10 - 262.08	292.88 - 312.81	380 - 430		
	277.21 - 307.11	329.84 - 339.84	470 - 480		
	345.09 - 434.79	430.08 - 480	510 - 520		
	459.97 - 479.93	489.89 - 509.87	530 - 570		
	479.93 - 500.02	530.2 - 580.12	535 - 595		
		590.04 - 620	730 - 820		
Perforation Type/Size (inches)	0.125-inch wire wrapped with #8X#16	0.125-inch wire wrapped with #8X#16			
Gravel Pack Type/Size (Type, Sleeve Range)					
Gravel Pack Interval (feet bgs)	230 - 600	250 - 704			
0.25-inch Gravel Pack Interval (feet bgs)	50 - 230	50 - 250			
Cement Grout Annular Seal (feet bgs)	0 - 50	0 - 50			
Submersible Pump Manufacturer					
Model	Red Jacket	Red Jacket	Red Jacket		Red Jacket
Horsepower		20	60		25
Stages		9	11		13
Submersible Cable		#8-3c	#4-4c		#2-3c
Setting Depth to Top of Bowl Assembly					
Airline Setting (feet bgs)					
Well Yield and Drawdown					
Static Water Level (feet bgs)	220 (6/13/95)	180.82 (6/6/95)	258.87 (9/26/95)		
Data Tested	6/13/95	6/6/95	9/26/95		
Flow Rate (gpm)	200	80	300		
Hours Pumped	17	22	23.5		
Pumping Water Level	364	294	328		
Water Quality Data					
TDS	720	951	340		370
Specific Conductance	1000	1216	560		510
Sulfate	350	500	88		82
Sodium	82	115	36		75

